

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 22-41034

Chapter 13

Quinton Jamahl Duruji
Davina Monique Duruji

Debtor(s).

**MEMORANDUM IN SUPPORT OF DEBTORS'
MOTION TO AVOID JUDGMENT LIENS**

FACTS

Debtors filed a Chapter 13 bankruptcy with 5 judgment liens against their homestead property collectively totaling \$283,408.92. Debtors claimed an exemption for their interest in their homestead, and no party has objected to that exemption claim. The deadline for such an objection passed on August 24, 2022. Debtors ask the court to remove and avoid the judgment liens.

Debtors claimed their interest in the homestead fully exempt under 11 U.S.C. § 522(d)(1). The property at the commencement of this case, had a value of \$611,600. The property was encumbered by a mortgage loan in favor of Prinsbank, with a balance of \$271,750.00. This is the only consensual lien against the property.

ARGUMENT

11 U.S.C. § 522(f)(1) provides “notwithstanding any waiver of exemptions, but subject to paragraph (3), the debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled under subsection (b) of this section, if such lien is a judicial lien.”

11 U.S.C. § 101(36) defines “judicial lien” as a lien obtained by judgment, levy,

sequestration, or other legal or equitable process or proceeding. Section 522(f)(1) establishes the requirements for avoiding a lien: (1) the lien must attach to an interest of the debtor in exempt property; (2) the lien must be a judicial lien; (3) the lien must not be for domestic support obligation; and (4) the lien must impair an exemption.

Debtors meet all of these requirements and qualify to have the judgment liens avoided. Debtors claimed their interest in the homestead exempt without objection. The liens were imposed as the result of civil judgments against the debtors under the process of Minnesota Statute § 548.09, subd.1, which provides “Except as provided in § 548.091, every judgment requiring the payment of money shall be docketed by the court administrator upon its entry... From the time of docketing the judgment is a lien, in the amount unpaid, upon all real property in the county then or thereafter owned by the judgment debtor, but it is not a lien upon registered land unless it is also filed pursuant to sections 508.63 and 508A.63.” Further, the lien was not related to support or maintenance or in connection with a separation or divorce decree.

The liens impair their homestead exemption according to the definition in 11 U.S.C. § 522(f)(2)(A). A lien impairs an exemption if the sum of the lien, all other liens on the property, and the amount of the exemption that the debtor could claim if there were no liens on the property, exceeds the value that the debtors’ interest in the property would have in the absence of any liens.

Id.

The judicial liens acquired by Custom Marble and Granite, Platinum Supplemental Insurance, Inc., LVNV Funding LLC, and Floor to Ceiling Store (hereinafter the “Judgment Creditors”) impair debtors’ exemption in the property. The sum of the Judgment Creditor’s judicial liens, in the amount of \$283,408.92 plus the \$271,750.00 Prinsbank mortgage, plus the \$450,000 that could be jointly claimed by the debtors as their homestead exemption, is \$1,005,158.92. This

sum is greater than the debtors' \$611,600 interest in the property if there were no liens against it. Therefore, the judicial liens from Judgment Creditors, impair the exemption pursuant to the formula set forth in 11 U.S.C. § 522(f)(2)(A).

CONCLUSION

Debtors respectfully request that the court enter an order avoiding the judgment liens and removing the liens from their homestead.

Dated: October 3, 2022

LIFEBACK LAW FIRM, P.A.

/e/ Danielle Q. Lin - #0402579

400 Erin Drive

Eagan, MN 55122

(651) 289-2601

daniellel@lifebacklaw.com

VERIFICATION

We, Quinton Jamahl Duruji and Davina Monique Duruji, debtors in the foregoing motion, declare under penalty of perjury that the foregoing is true and correct, according to the best of our knowledge, information and belief.

Dated: 09/30/2022



Quinton Jamahl Duruji

Dated: 09/30/2022



Davina Monique Duruji

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 22-41034

Chapter 13

Quinton Jamahl Duruji
Davina Monique Duruji

Debtor(s).

NOTICE OF HEARING AND MOTION TO AVOID JUDGMENT LIENS

TO: Custom Marble and Granite, Platinum Supplemental Insurance, Inc., LVNV Funding LLC, and Floor to Ceiling Store, the Chapter 13 Trustee, U.S. Trustee and other entities specified in Local Rule 9013-3:

1. Debtors, Quinton Jamahl Duruji Davina Monique Duruji, move the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this motion on Thursday, November 3, 2022 at 9:30a.m. at the United States Bankruptcy Courthouse, Courtroom 8 West, 8th Floor, 300 South Fourth Street, Minneapolis, MN 55415.

3. Any response to this motion must be filed and delivered not later than Friday, October 28, 2022 which is five (5) days before the time set for the hearing (including Saturdays, Sundays and legal holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. The Court has jurisdiction over this motion pursuant to 28 U.S.C. § 157, Bankruptcy Rule 5005, and Local Rule 9003-1. This proceeding is a core proceeding. The petition commencing this Chapter 13 case was filed on June 28, 2022.

5. This motion is brought under 11 U.S.C. § 522(f)(1)(A) and Bankruptcy Rule

4003.

6. Custom Marble and Granite, Platinum Supplemental Insurance, Inc., LVNV Funding LLC, and Floor to Ceiling Store collectively have 5 judgment liens against debtors' homestead totaling \$283,408.92. Custom Marble and Grant has a judgment against the Debtors in the amount of \$3,540 (34-CV-18-512), entered on June 25, 2018. Platinum Supplemental Insurance Inc., has a judgment against the Debtors in the amount of \$272,017.95 (34-CV-20-273), entered by the court on May 22, 2020. LVNV Funding LLC has a judgment against the Debtors in the amount of \$1,699.44 (34-CV-20-365), entered by the court on September 11, 2020. LVNV has a second judgment entered against the Debtors in the amount of \$3,267.53 (34-CV-21-118, entered by the court on March 24, 2021. Floor and Ceiling Store has a judgment against Debtors in the amount of \$2,884 (34-CV-22-105), entered by the court on January 3, 2022. All judgments were entered against Debtors in Kandiyohi County, Minnesota. See Exhibit A.

7. Debtors claimed an exempt interest in their homestead in the amount of \$339,850.00.

8. The homestead is located at 1373 45th Ave SW, Willmar, Minnesota, 56201 County of Kandiyohi and legally described as:

That part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Township 119, Range 34, described as follows: Commencing at the northwest corner of said Section 34; thence on a bearing of South 00 degrees 30 minutes 22 seconds West, along the west line of said Section 34, a distance of 1569.46 feet; thence on a bearing of North 89 degrees 17 minutes 42 seconds East a distance of 827.59 feet to the point of beginning of the land to be described; thence on a bearing of North 00 degrees 59 minutes 38 seconds West a distance of 194.00 feet; thence on a bearing of South 84 degrees 41 minutes 57 seconds West a distance of 146.77 feet; thence on a bearing of North 05 degrees 39 minutes 38 seconds West a distance

of 72.00 feet; thence on a bearing of South 85 degrees 49 minutes 22 seconds West a distance of 109.00 feet; thence on a bearing of North 02 degrees 49 minutes 22 seconds East a distance of 90.00 feet; thence on a bearing of North 88 degrees 30 minutes 38 seconds West a distance of 87.41 feet; thence on a bearing of North 01 degrees 29 minutes 22 seconds East a distance of 363.28 feet; thence on a bearing of North 86 degrees 22 minutes 47 seconds East a distance of 40.00 feet; thence on a bearing of North 03 degrees 42 minutes 11 seconds West a distance of 858.40 feet, to the north line of said Section 34; thence on a bearing of South 89 degrees 55 minutes 12 seconds East, along the north line of said Section 34, a distance of 95.21 feet; thence on a bearing of South 03 degrees 42 minutes 11 seconds East a distance of 896.71 feet; thence on a bearing of North 86 degrees 22 minutes 47 seconds East a distance of 198.56 feet; thence on a bearing of South 89 degrees 27 minutes 59 seconds East a distance of 242.68 feet; thence on a bearing of South 00 degrees 32 minutes 01 seconds West a distance of 671.03 feet; thence on a bearing of South 89 degrees 17 minutes 42 seconds West a distance of 233.38 feet to the point of beginning, Kandiyohi County, Minnesota

Dated: October 3, 2022

LIFEBACK LAW FIRM, P.A.

/e/ Danielle Q. Lin - #0402579
4480 Erin Drive
Eagan, MN 55122
(651) 289-2601
daniellel@lifebacklaw.com

EXHIBIT A

JUDGMENT
CASE No. 34-CV-18-512

CUSTOM MARBLE & GRANITE vs Quinton Duruji

§
§
§
§
§

Case Type: Transcript Judgment
Location: Kandiyohi

JUDGMENT DETAILS			
Debtor(s)	Duruji, Quinton Willmar, MN 56201	Creditor(s)	CUSTOM MARBLE & GRANITE
Entered Date:	06/25/2018	Type:	Judgment
Docketed:	10/02/2018 1:42 PM	Status:	Active
Orig. Amount:	\$3,540.00		
Curr. Principal:	\$3,540.00		
Judicial Officer:			
SATISFACTIONS			

JUDGMENT
CASE No. 34-CV-20-273

Platinum Supplemental Insurance, Inc. vs Quinton Duruji

§
§
§
§
§

Case Type: Foreign Judgment

Location: Kandiyohi

JUDGMENT DETAILS

Debtor(s)	Duruji, Quinton Willmar, MN 56201	Creditor(s)	Platinum Supplemental Insurance, Inc.
-----------	--------------------------------------	-------------	---------------------------------------

Entered Date:	05/22/2020	Type:	Judgment
Docketed:	07/21/2020 9:02 AM	Status:	Active
Orig. Amount:	\$272,017.95		
Curr. Principal:	\$272,017.95		
Judicial Officer:			

SATISFACTIONS

JUDGMENT

CASE No. 34-CV-20-365

LVNV FUNDING LLC vs Quinton Duruji

§
§
§
§
§

Case Type: **Default Judgment**
Location: **Kandiyohi**

JUDGMENT DETAILS			
Debtor(s)	Duruji, Quinton Willmar, MN 56201	Creditor(s)	LVNV FUNDING LLC
Entered Date:	09/11/2020	Type:	Judgment
Docketed:	09/11/2020 9:56 AM	Status:	Active
Orig. Amount:	\$1,699.44		
Curr. Principal:	\$1,699.44		
Judicial Officer:			
SATISFACTIONS			

JUDGMENT

CASE No. 34-CV-21-118

LVNV Funding LLC vs Quinton Duruji

§
§
§
§
§

Case Type: Default Judgment
Location: Kandiyohi

JUDGMENT DETAILS			
Debtor(s)	Duruji, Quinton Willmar, MN 56201	Creditor(s)	LVNV Funding LLC
Entered Date:	03/24/2021	Type:	Judgment
Docketed:	03/24/2021 1:45 PM	Status:	Active
Orig. Amount:	\$3,267.53		
Curr. Principal:	\$3,267.53		
Judicial Officer:			
SATISFACTIONS			

JUDGMENT

CASE No. 34-CV-22-105

Floor to Ceiling Store vs Quinton Duruji

§
§
§
§
§

Case Type: **Transcript Judgment**

Location: **Kandiyohi**

JUDGMENT DETAILS			
Debtor(s)	Duruji, Quinton Willmar, MN 56201	Creditor(s)	Floor to Ceiling Store
Entered Date:	01/03/2022	Type:	Judgment
Docketed:	03/10/2022 2:01 PM	Status:	Active
Orig. Amount:	\$2,884.00		
Curr. Principal:	\$2,884.00		
Judicial Officer:			
SATISFACTIONS			

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 22-41034

Chapter 13

Quinton Jamahl Duruji
Davina Monique Duruji

Debtor(s).

ORDER AVOIDING JUDGMENT LIENS

The above entitled matter came before the court on the debtors' motion for an order avoiding judgment liens pursuant to 11 U.S.C. 522(f)(1)(A). The court now makes the following order:

IT IS ORDERED:

1. The motion of the debtors is granted;
The judgment liens in the amount of \$283,408.92 in favor of Custom Marble and Granite, Platinum Supplemental Insurance, Inc., LVNV Funding LLC, and Floor to Ceiling Store, in Kandiyohi County Civil Court, more specifically described in the Debtors' Motion to Avoid Judgment Liens, are void and avoided as against the debtors' homestead located at 1373 45th Ave SW, Willmar, in Kandiyohi County, Minnesota and legally described as:

That part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Township 119, Range 34, described as follows: Commencing at the northwest corner of said Section 34; thence on a bearing of South 00 degrees 30 minutes 22 seconds West, along the west line of said Section 34, a distance of 1569.46 feet; thence on a bearing of North 89 degrees 17 minutes 42 seconds East a distance of 827.59 feet to the point of beginning of the land to be described; thence on a bearing of North 00 degrees 59 minutes 38 seconds West a distance of 194.00 feet; thence on a bearing of South 84 degrees 41 minutes 57 seconds West a distance of 146.77 feet; thence on a bearing of North 05 degrees 39 minutes 38 seconds West a distance of 72.00 feet; thence on a bearing of South 85 degrees 49 minutes 22 seconds West a distance of 109.00 feet; thence on a bearing of North 02 degrees 49 minutes 22 seconds East a distance of 90.00 feet; thence on a bearing of North 88 degrees 30 minutes 38 seconds West a distance of 87.41 feet; thence on a bearing of North 01 degrees 29 minutes 22 seconds East a distance of 363.28 feet; thence on a bearing of North 86 degrees 22 minutes 47 seconds East a distance of 40.00 feet; thence on a bearing of North 03

degrees 42 minutes 11 seconds West a distance of 858.40 feet, to the north line of said Section 34; thence on a bearing of South 89 degrees 55 minutes 12 seconds East, along the north line of said Section 34, a distance of 95.21 feet; thence on a bearing of South 03 degrees 42 minutes 11 seconds East a distance of 896.71 feet; thence on a bearing of North 86 degrees 22 minutes 47 seconds East a distance of 198.56 feet; thence on a bearing of South 89 degrees 27 minutes 59 seconds East a distance of 242.68 feet; thence on a bearing of South 00 degrees 32 minutes 01 seconds West a distance of 671.03 feet; thence on a bearing of South 89 degrees 17 minutes 42 seconds West a distance of 233.38 feet to the point of beginning, Kandiyohi County, Minnesota.

Dated: _____

Katherine A. Constantine
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 22-41034

Chapter 13

Quinton Jamahl Duruji
Davina Monique Duruji

Debtor(s).

UNSWORN CERTIFICATE OF SERVICE

I, Tim Torreson, declare under penalty of perjury that on October 3, 2022, I caused to be served the Notice of Hearing and Motion to Avoid Judgment Liens and Memorandum in Support of Debtor's Motion to Avoid Judgment Liens, by first class mail postage prepaid and electronically through CM/ECF to each entity named below at the address stated below for each entity:

United States Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Kyle Carlson
Chapter 13 Trustee
P.O. Box 519
55 Southwest 2nd Ave
Barnesville, MN 56514

And by certified mail to:

Custom Marble and Granite
Attn: Bradley Haag
50735 County Road 16
Grove City, MN 56243

Platinum Supplemental Insurance, Inc.
ATTN: President/CEO/Managing Partner
The Platinum Building
137 Main Street
Dubuque, IA 52001

LVNV Funding
c/o Resurgent Capital
Corporation Service Company
2345 Rice Street, Suite. 230
Roseville, MN 55113

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603

Floor to Ceiling Store
ATTN: President/CEO/Managing Partner
26 1st Ave N.
Waite Park, MN 56387

Floor to Ceiling Store
ATTN: President/CEO/Managing Partner
224 St. Andrews Drive.
Mankato, MN 56001

Dated: October 3, 2022

/e/ Tim Torreson
Tim Torreson
LifeBack Law Firm, PA